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14R- 263  
Misc. 14002

Introduce: 10-13-14

RESOLUTION NO. A-\_\_\_\_\_

1           A RESOLUTION adopting the First Amendment to Protective Covenants  
2 for Lots 1, 6, 7, 8, 9, 10, 11, and 12, Block 4, Eastmont Second Addition.

3           WHEREAS, on February 13, 1975 Raymond Gottner and Maxine Gottner,  
4 husband and wife, and Irvin E. Schappaugh and Eva Schappaugh, husband and wife,  
5 collectively the then owners of Lots 1, 6, 7, 8, 9, 10, 11, and 12, Block 4, Eastmont  
6 Second Addition (collectively the "Property") in consideration of the City of Lincoln,  
7 Nebraska re-zoning the Property as requested by the Gottners and Schappaughs from  
8 A-1 and A-2 Single Family Zoning District to the F Restricted Commercial and the G  
9 Local Business Zoning Districts subjected the Property to certain protective covenants  
10 dated February 13, 1975 and filed of record on February 21, 1975 in the office of the  
11 Register of Deeds for Lancaster County, Nebraska, as Instrument No. 75-2040 (the  
12 "Protective Covenants"); and

13           WHEREAS, paragraph 13 of the Protective Covenants provides that,  
14 "these covenants and restrictions may be terminated or modified at any time by  
15 resolution of the City Council of the City of Lincoln as from time to time constituted;

1 provided, however, no greater restrictions may be imposed than those provided herein;”  
2 and

3 WHEREAS, Falgers Inc., a Kansas corporation, is the current owner of  
4 that portion of the Property located at 6201 O Street, Lincoln, Nebraska, and legally  
5 described as Lot 1 except 210.4 square feet and except 181.25 feet and except the  
6 north 1,622.33 feet, Block 4, Eastmont Second Addition to Lincoln, Lancaster County,  
7 Nebraska (hereinafter “6201 O Street”); and

8 WHEREAS, Falgers, Inc. has requested the City Council of the City of  
9 Lincoln to modify Appendix A and paragraphs 3, 4, 5, and 8 of the Protective Covenants  
10 to revise covenants and restrictions pertaining to 6201 O Street; and

11 WHEREAS, if the improvements to 6201 O Street are constructed in  
12 general conformance with the Site Plan and Landscape Plan attached as Appendix B to  
13 the First Amendment to Protective Covenants (defined below), the community as a  
14 whole, the surrounding neighborhood and the real property located in Block 4, Eastmont  
15 Second Addition, will not be adversely affected by modifying the Protective Covenants  
16 as set forth below.

17 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of  
18 Lincoln, Nebraska:

19 1. That paragraph 3 of the Protective Covenants be amended to read  
20 as follows:

21 3. That there shall be maintained a permanent minimum twenty-five  
22 (25) and twenty (20) foot building and parking lot development  
23 set-back from the right-of-way line of Eastridge Drive, and a  
24 permanent minimum fifteen (15) foot building and parking lot  
25 development set-back from the right-of-way line of Lyncrest Drive,

1 all as shown on the plot plan attached hereto as Appendix "A" and  
2 made a part hereof.

3 2. That paragraph 4 of the Protective Covenants be amended to read  
4 as follows:

5 4. That for the purpose of identifying the commercial and office uses  
6 existing upon the real estate above described, there shall be  
7 permitted one (1) non- illuminated sign not exceeding thirty (30)  
8 square feet in total area, to be located on said real estate within ten  
9 (10) feet of the driveway entrance thereto from Eastridge Drive. No  
10 other signs of any nature whatsoever shall be erected within the  
11 area twenty-five (25) feet from the right-of-way line of Eastridge  
12 Drive, or the area prescribed by applicable zoning regulations,  
13 whichever area is larger. Signs as per applicable zoning  
14 requirements along 'O' Street right-of-way shall be permitted.

15 3. That paragraph 5 of the Protective Covenants be amended to read  
16 as follows:

17 5. That there shall be permitted one building in that geographic area  
18 designed as Parcel "A", as shown on the attached Appendix "A";  
19 that the total floor area for said building shall not exceed 4,500  
20 square feet; that the height of said building shall not exceed  
21 twenty-nine (29) feet; and that no part of the roof slope on said  
22 building shall exceed a three-inch rise in a twelve-inch run. The  
23 improvements to be constructed in Parcel A shall be constructed in  
24 general conformance with the Site Plan and Landscape Plan as  
25 shown on Appendix B attached hereto.

26 4. That paragraph 8 of the Protective Covenants be amended to read  
27 as follows:

28 8. That there shall be provided and maintained upon the real estate  
29 above described not less than one parking space for each three  
30 hundred (300) square feet or portion thereof of building floor area  
31 developed in that geographic area designated as Parcel "A", and  
32 that there shall be provided and maintained upon the real estate  
33 above described not less than one parking space for each two  
34 hundred (200) square feet or portion thereof of building floor area  
35 developed in geographic area designated as Parcel "B", and that  
36 there shall be provided and maintained upon the real estate above  
37 described not less than one parking space for each one hundred

1 sixty-seven (167) square feet or portion thereof of building floor  
2 area developed in that geographic area designated as Parcel "C".

3 5. That the drawing attached hereto marked as Appendix A shall  
4 supersede and replace Appendix A attached to the Protective Covenants. That the  
5 drawings attached hereto marked as Appendix B are hereby added to and made a part  
6 of the Protective Covenants.

7 6. That the above amendments to paragraphs 3, 4, 5, and 8 of the  
8 Protective Covenants and the attached Appendix A and Appendix B are collectively  
9 referred to as the First Amendment to the Protective Covenants.

10 8. The City Clerk shall file a copy of this Resolution with the Register  
11 of Deeds to be indexed against Lots 1, 6, 7, 8, 9, 10, 11, and 12, Block 4, Eastmont  
12 Second Addition, filing fees to be paid in advance by Falgers, Inc.

Introduced by:

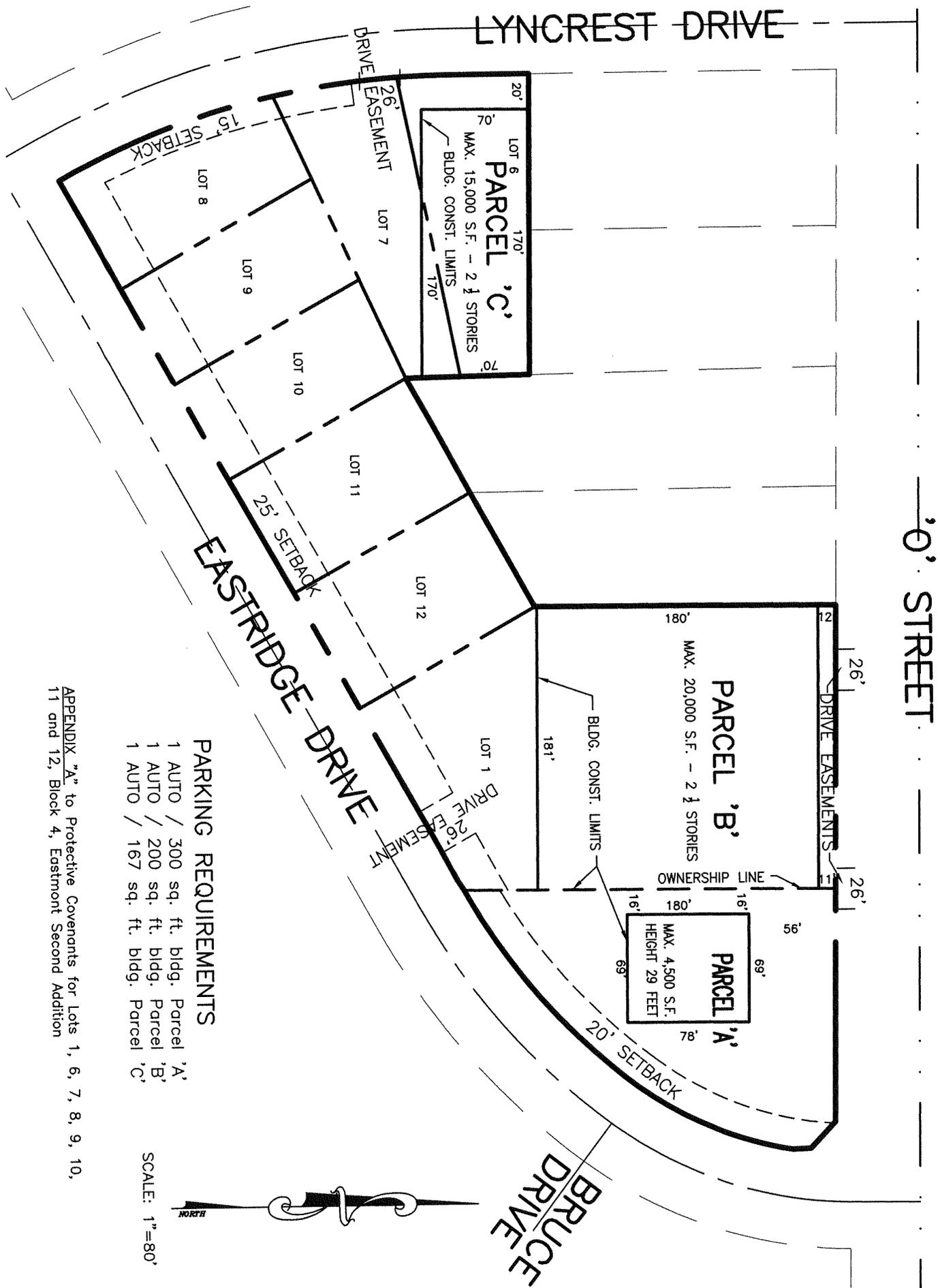
Approved as to Form & Legality:

\_\_\_\_\_  
City Attorney

Approved this \_\_\_ day of \_\_\_\_\_, 2014:

\_\_\_\_\_  
Mayor

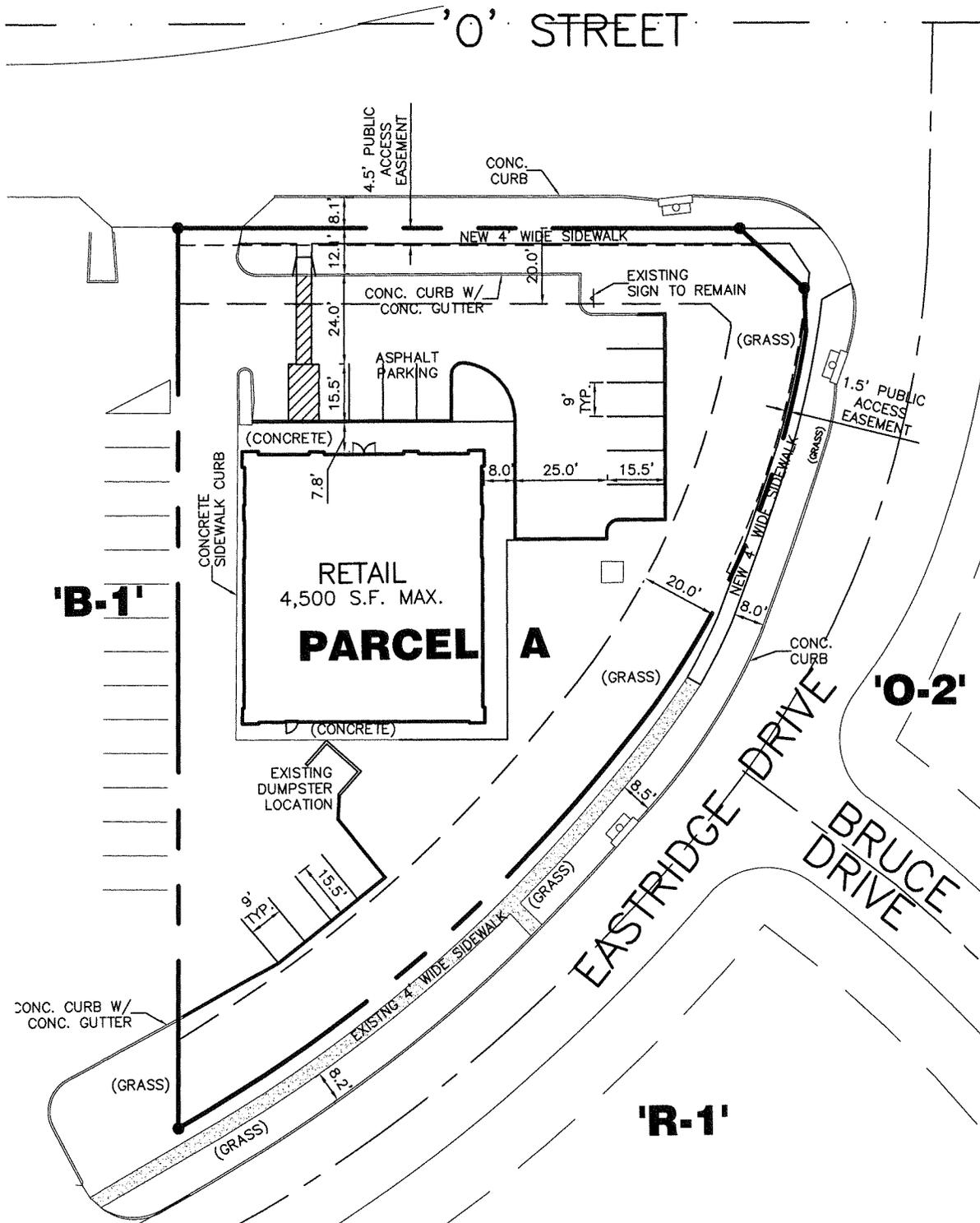
# APPENDIX "A"



- PARKING REQUIREMENTS**
- 1 AUTO / 300 sq. ft. bldg. Parcel 'A'
  - 1 AUTO / 200 sq. ft. bldg. Parcel 'B'
  - 1 AUTO / 167 sq. ft. bldg. Parcel 'C'

APPENDIX "A," to Protective Covenants for Lots 1, 6, 7, 8, 9, 10, 11 and 12, Block 4, Eastmont Second Addition

SCALE: 1" = 80'



SCALE: 1" = 40'

**SITE PLAN**

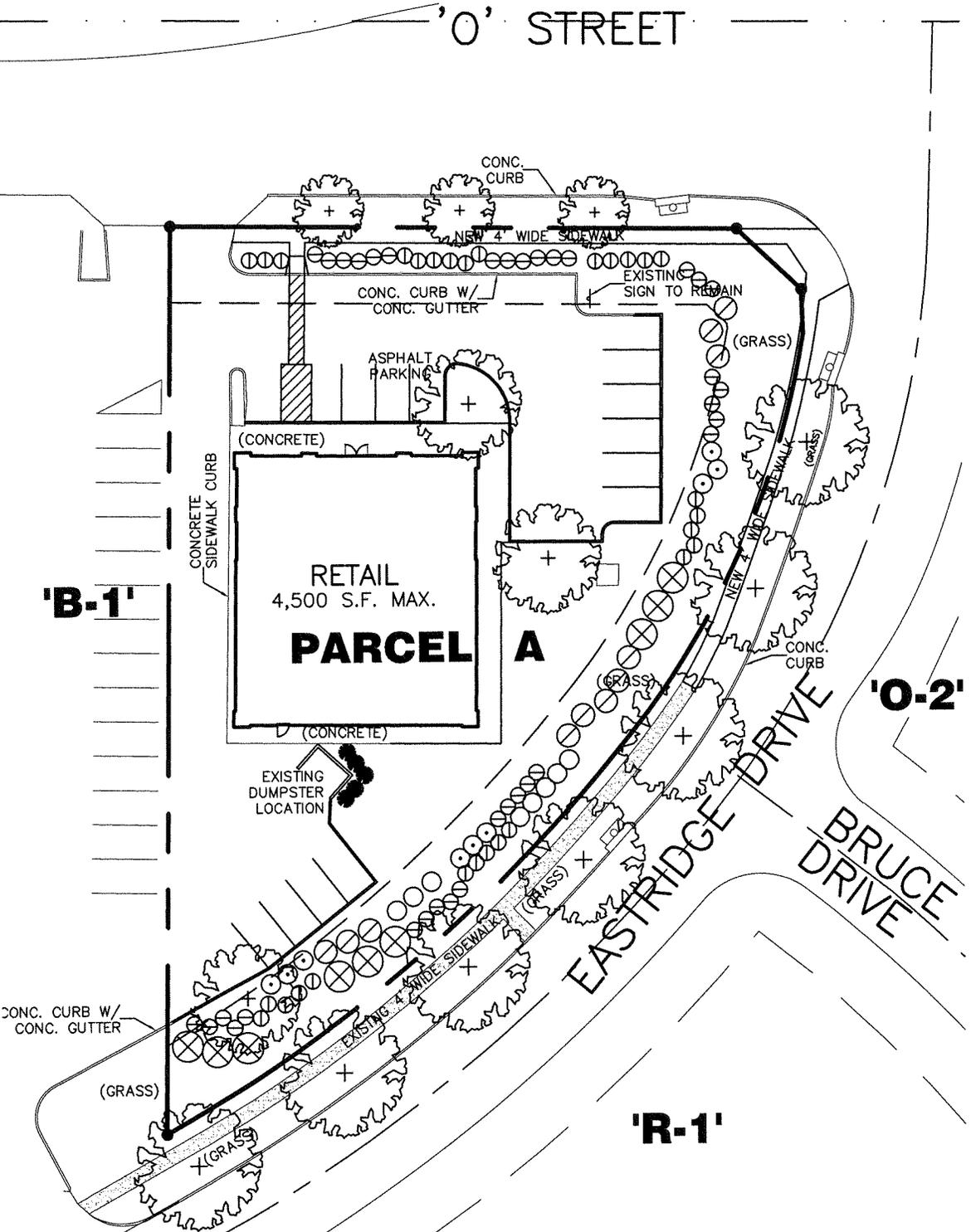
ZONING 'B-1'

**PARKING REQUIREMENT**

RETAIL: 1 STALL PER 300 S.F.  
 PROPOSED RETAIL: 4,500 S.F.  
 REQUIRED PARKING: 4,500/300 = 15 STALLS  
 PARKING SHOWN: 14 STALLS  
                   1 HANDICAP STALL  
 TOTAL = 15 STALLS

**NOTES:**

1. PARKING LOT SCREENING AND LANDSCAPING WILL BE PROVIDED PER CHAPTER 3.50 EXCEPT THAT THE PARKING LOT SCREENING AND LANDSCAPING REQUIREMENT WILL BE DOUBLED ALONG EASTRIDGE DRIVE BETWEEN THE DRIVEWAY ON EASTRIDGE DRIVE TO BRUCE DRIVE.
2. STREET TREES WILL BE PROVIDED IN THE STREETScape ZONE PER CHAPTER 2.35.



**LANDSCAPE PLAN**



SCALE: 1"=40'

**NOTES:**

1. PARKING LOT SCREENING AND LANDSCAPING WILL BE PROVIDED PER CHAPTER 3.50 EXCEPT THAT THE PARKING LOT SCREENING AND LANDSCAPING REQUIREMENT WILL BE DOUBLED ALONG EASTRIDGE DRIVE BETWEEN THE DRIVEWAY ON EASTRIDGE DRIVE TO BRUCE DRIVE.
2. STREET TREES WILL BE PROVIDED IN THE STREETScape ZONE PER CHAPTER 2.35.